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UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF VIRGINIA

15 - 32776

CHAPTER 13 PLAN AND RELATED MOTIONS

Case No:

	,
This plan, datedI	Лау 28, 2015 , is:
■	the <i>first</i> Chapter 13 plan filed in this case. a modified Plan, which replaces the □confirmed or □unconfirmed Plan dated.
	Date and Time of Modified Plan Confirming Hearing:
	Place of Modified Plan Confirmation Hearing:
The	e Plan provisions modified by this filing are:

NOTICE: YOUR RIGHTS WILL BE AFFECTED. You should read these papers carefully. If you oppose any provision of this Plan, or if you oppose any included motions to (i) value collateral, (ii) avoid liens, or (iii) assume or reject unexpired leases or executory contracts, you MUST file a timely written objection.

This Plan may be confirmed and become binding, and the included motions in paragraphs 3, 6, and 7 to value collateral, avoid liens, and assume or reject unexpired leases or executory contracts may be granted, without further notice or hearing unless a written objection is filed not later than seven (7) days prior to the date set for the confirmation hearing and the objecting party appears at the confirmation hearing.

The debtor(s)' schedules list assets and liabilities as follows:

Total Assets: **\$27,595.32**

Name of Debtor(s):

Page Elizabeth Stewart

Creditors affected by this modification are:

Total Non-Priority Unsecured Debt: \$12,874.08

Total Priority Debt: **\$0.00**Total Secured Debt: **\$27,860.00**

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-1						
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	.) -)	/.	- /	/	()

- **1. Funding of Plan.** The debtor(s) propose to pay the trustee the sum of \$691.00 Monthly for 60 months. Other payments to the Trustee are as follows: **NONE** . The total amount to be paid into the plan is \$ 41,460.00 .
- 2. **Priority Creditors.** The Trustee shall pay allowed priority claims in full unless the creditor agrees otherwise.
 - A. Administrative Claims under 11 U.S.C. § 1326.
 - 1. The Trustee will be paid the percentage fee fixed under 28 U.S.C. § 586(e), not to exceed 10%, of all sums disbursed except for funds returned to the debtor(s).
 - 2. Debtor(s)' attorney will be paid \$_4,903.00 balance due of the total fee of \$_5,050.00 concurrently with or prior to the payments to remaining creditors.
 - B. Claims under 11 U.S.C. §507.

The following priority creditors will be paid by deferred cash payments pro rata with other priority creditors or in monthly installments as below, except that allowed claims pursuant to 11 U.S.C. § 507(a)(1) will be paid prior to other priority creditors but concurrently with administrative claims above:

<u>Creditor</u> <u>Type of Priority</u> <u>Estimated Claim</u> <u>Payment and Term</u>

- 3. Secured Creditors: Motions to Value Collateral ("Cramdown"), Collateral being Surrendered, Adequate Protection Payments, and Payment of certain Secured Claims.
 - A. Motions to Value Collateral (other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) or by the final paragraph of 11 U.S.C. § 1325(a)). Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion to value collateral as set forth herein.

This section deals with valuation of certain claims secured by real and/or personal property, other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) [real estate which is debtor(s)' principal residence] or by the final paragraph of 11 U.S.C. § 1325(a) [motor vehicles purchased within 910 days or any other thing of value purchased within 1 year before filing bankruptcy], in which the replacement value is asserted to be less than the amount owing on the debt. Such debts will be treated as secured claims only to the extent of the replacement value of the collateral. That value will be paid with interest as provided in sub-section D of this section. You must refer to section 3(D) below to determine the interest rate, monthly payment and estimated term of repayment of any "crammed down" loan. The deficiency balance owed on such a loan will be treated as an unsecured claim to be paid only to the extent provided in section 4 of the Plan. The following secured claims are to be "crammed down" to the following values:

<u>Creditor</u> <u>Collateral</u> <u>Purchase Date</u> <u>Est Debt Bal.</u> <u>Replacement Value</u>

B. Real or Personal Property to be Surrendered.

Upon confirmation of the Plan, or before, the debtor(s) will surrender his/her/their interest in the collateral securing the claims of the following creditors in satisfaction of the secured portion of such creditors' allowed claims. To the extent that the collateral does not satisfy the claim, any timely filed deficiency claim to which the creditor is entitled may be paid as a non-priority unsecured claim. Confirmation of the Plan shall terminate the automatic stay as to the interest of the debtor(s) and the estate in the collateral.

<u>Creditor</u> <u>Collateral Description</u> <u>Estimated Value</u> <u>Estimated Total Claim</u>

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C. Adequate Protection Payments.

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The debtor(s) propose to make adequate protection payments required by 11 U.S.C. § 1326(a) or otherwise upon claims secured by personal property, until the commencement of payments provided for in sections 3(D) and/or 6(B) of the Plan, as follows:

 Creditor
 Collateral Description
 Monthly Payment
 To Be Paid By

 Ally Financial
 2013 Nissan Pathfinder 11,500 mi
 125.00

Valuation: NADA Clean Retail

Any adequate protection payment upon an unexpired lease of personal property assumed by the debtor(s) pursuant to section 6(B) of the Plan shall be made by the debtor(s) as required by 11 U.S.C. § 1326(a)(1)(B) (payments coming due after the order for relief).

D. Payment of Secured Claims on Property Being Retained (except only those loans provided for in section 5 of the Plan):

This section deals with payment of debts secured by real and/or personal property [including short term obligations, judgments, tax liens and other secured debts]. After confirmation of the Plan, the Trustee will pay to the holder of each allowed secured claim, which will be either the balance owed on the indebtedness or, where applicable, the collateral's replacement value as specified in sub-section A of this section, whichever is less, with interest at the rate provided below, the monthly payment specified below until the amount of the secured claim has been paid in full. Upon confirmation of the Plan, the valuation and interest rate shown below will be binding unless a timely written objection to confirmation is filed with and sustained by the Court.

Ally Financial Valuation: NADA Clean Retail

Approx. Bal. of Debt or "Crammed Down" Value Trammed Down" Va

E. Other Debts.

Debts which are (i) mortgage loans secured by real estate which is the debtor(s)' primary residence, or (ii) other long term obligations, whether secured or unsecured, to be continued upon the existing contract terms with any existing default in payments to be cured pursuant to 11 U.S.C. § 1322(b)(5), are provided for in section 5 of the Plan.

4. Unsecured Claims.

- A. Not separately classified. Allowed non-priority unsecured claims shall be paid pro rata from any distribution remaining after disbursement to allowed secured and priority claims. Estimated distribution is approximately 1
 %. The dividend percentage may vary depending on actual claims filed. If this case were liquidated under Chapter 7, the debtor(s) estimate that unsecured creditors would receive a dividend of approximately 0
 %.
- B. Separately classified unsecured claims.

<u>Creditor</u> <u>Basis for Classification</u> <u>Treatment</u>

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5.	Mortgage Loans Secured by Real Property Constituting the Debtor(s)' Primary Residence; Other Long Term 2 / / 6
	Payment Obligations, whether secured or unsecured, to be continued upon existing contract terms; Curing of any
	existing default under 11 U.S.C. § 1322(b)(5).

Debtor(s) to make regular contract payments; arrears, if any, to be paid by Trustee. The creditors listed below A. will be paid by the debtor(s) pursuant to the contract without modification, except that arrearages, if any, will be paid

	by the Trustee either pro rata with other secu interest unless an interest rate is designated by provided for in the loan agreement.		•			
Creditor -NONE-	<u>Collateral</u>	Regular Contract <u>Payment</u>	Estimated Arrearage	Arrearage Interest <u>Rate</u>	Estimated Cure Period	Monthly Arrearage Payment
В.	Trustee to make contract payments and c regular contract monthly payments that come debts shall be cured by the Trustee either probelow.	e due during the perio	od of this Plan,	and pre-p	etition arrearag	ges on such
Creditor -NONE-	<u>Collateral</u>	Regular Contract <u>Payment</u>	Estimated Arrearage	Interest Rate	Term for Arrearage	Monthly Arrearage <u>Payment</u>
C.	Restructured Mortgage Loans to be paid constituting the debtor(s)' principal residence payment under the Plan is due shall be paid 1322(c)(2) with interest at the rate specified	e upon which the last by the Trustee during	scheduled cor	itract paym	nent is due befo	ore the final
Creditor -NONE-	<u>Collateral</u>	Interest <u>Rate</u>	Estimated Claim		hly Paymt& Es	st. Term**
	ired Leases and Executory Contracts. The dilsted below.	ebtor(s) move for ass	sumption or rej	ection of t	he executory co	ontracts and
A.	Executory contracts and unexpired leases	to be rejected. The	debtor(s) reje	ct the follo	wing executory	contracts.
Creditor	Type of Contract					

- 6

Creditor | -NONE-

Type of Contract

В. Executory contracts and unexpired leases to be assumed. The debtor(s) assume the following executory contracts. The debtor agrees to abide by all terms of the agreement. The Trustee will pay the pre-petition arrearages, if any, through payments made pro rata with other priority claims or on a fixed monthly basis as indicated below.

			Monthly	
			Payment	Estimated
<u>Creditor</u>	Type of Contract	<u>Arrearage</u>	for Arrears	Cure Period
-NONE-				

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7.	Liens	Which	Debtor(s	s) Seek	to Avoid.

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A. The debtor(s) move to avoid liens pursuant to 11 U.S.C. § 522(f). The debtor(s) move to avoid the following judicial liens and non-possessory, non-purchase money liens that impair the debtor(s)' exemptions. Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion and cancel the creditor's lien. If an objection is filed, the Court will hear evidence and rule on the motion at the confirmation hearing.

Creditor -NONE-

Collateral

Exemption Amount

Value of Collateral

B. Avoidance of security interests or liens on grounds other than 11 U.S.C. § 522(f). The debtor(s) have filed or will file and serve separate pleadings to avoid the following liens or security interests. The creditor should review the notice or summons accompanying such pleadings as to the requirements for opposing such relief. The listing here is for information purposes only.

Creditor -NONE-

Type of Lien

Description of Collateral

Basis for Avoidance

- 8. Treatment and Payment of Claims.
 - All creditors must timely file a proof of claim to receive payment from the Trustee.
 - If a claim is scheduled as unsecured and the creditor files a claim alleging the claim is secured but does not timely object to confirmation of the Plan, the creditor may be treated as unsecured for purposes of distribution under the Plan. This paragraph does not limit the right of the creditor to enforce its lien, to the extent not avoided or provided for in this case, after the debtor(s) receive a discharge.
 - If a claim is listed in the plan as secured and the creditor files a proof of claim alleging the claim is unsecured, the creditor will be treated as unsecured for purposes of distribution under the Plan.
 - The Trustee may adjust the monthly disbursement amount as needed to pay an allowed secured claim in full.
- **9. Vesting of Property of the Estate.** Property of the estate shall revest in the debtor(s) upon confirmation of the Plan. Notwithstanding such vesting, the debtor(s) may not sell, refinance, encumber real property or enter into a mortgage loan modification without approval of the Court after notice to the Trustee, any creditor who has filed a request for notice and other creditors to the extent required by the Local Rules of this Court.
- **10. Incurrence of indebtedness.** The debtor(s) shall not voluntarily incur additional indebtedness exceeding the cumulative total of \$5,000 principal amount during the term of this Plan, either unsecured or secured against personal property, except upon approval of the Court after notice to the Trustee, any creditor who has filed a request for notice, and other creditors to the extent required by the Local Rules of this Court.
- 11. Other provisions of this plan:

Post Confirmation rights of Debtor:

Debtor shall retain the right to object to any proof of claim for a period not to exceed 120 days from the claims bar date.

Signatures:

Dated: May 28, 2015	
/s/ Page Elizabeth Stewart	/s/ Richard J. Oulton for America Law Group
Page Elizabeth Stewart	Richard J. Oulton for America Law Group
Debtor	Debtor's Attorney

Exhibits: Copy of Debtor(s)' Budget (Schedules I and J);

Matrix of Parties Served with Plan

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Certificate of Service

I certify that on ___May 28, 2015__, I mailed a copy of the foregoing to the creditors and parties in interest on the attached Service List.

/s/ Richard J. Oulton for America Law Group
Richard J. Oulton for America Law Group
Signature

America Law Group, Inc. dba Debt Law Group 8501 Mayland Dr., Ste 106 Henrico, VA 23294

Address

804-308-0051

Telephone No.

Ver. 09/17/09 [effective 12/01/09]

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Fill	in this information to identify your continuous	ase:						
Del	btor 1 Page Elizab	eth Stewart			_			
	btor 2 puse, if filing)				_			
Uni	ited States Bankruptcy Court for the	EASTERN DISTRICT	OF VIRGINIA					
	se number nown)							
O	fficial Form B 6I					MM / DD/ Y		C.
	chedule I: Your Inc	ome				ואואו / טט / צ	Y Y Y	12/13
sup spo atta	as complete and accurate as pos- plying correct information. If you use. If you are separated and you ch a separate sheet to this form. It 1: Describe Employment	are married and not filing wi	ng jointly, and your sp ith you, do not include	ouse infor	is liv matic	ing with you, incl on about your spo	ude information abouse. If more space	out your is needed,
1.	Fill in your employment information.		Debtor 1			Debtor 2	or non-filing spous	e
	If you have more than one job,	Empleyment status	■ Employed			☐ Emplo	oyed	
	attach a separate page with information about additional	Employment status	☐ Not employed			☐ Not er	mployed	
	employers.	Occupation	Human resources					
	Include part-time, seasonal, or self-employed work.	Employer's name	Wako Chemicals I	JSA				
	Occupation may include student or homemaker, if it applies.	Employer's address	1600 Bellwood Rd Richmond, VA 232					
		How long employed to	here? 9 years					
Pai	ft 2: Give Details About Mor	nthly Income						
	imate monthly income as of the duse unless you are separated.	ate you file this form. If	you have nothing to rep	ort for	any l	line, write \$0 in the	space. Include your	non-filing
-	ou or your non-filing spouse have mee space, attach a separate sheet to		ombine the information f	or all e	emplo	oyers for that perso	on on the lines below.	If you need
						For Debtor 1	For Debtor 2 or non-filing spouse	
2.	List monthly gross wages, sala deductions). If not paid monthly,			2.	\$	4,092.00	\$	4
3.	Estimate and list monthly overt	ime pay.		3.	+\$	53.00	+\$ N //	4
4.	Calculate gross Income. Add lin	ne 2 + line 3.		4.	\$	4,145.00	\$ <u>N/A</u>	

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Debto	or 1	Page Elizabeth Stewart	-	Case	number (if known)		15-3	2776
				For	Debtor 1		r Debtor 2 or n-filing spouse	
	Cop	y line 4 here	4.	\$	4,145.00	\$	N/A	
_				_	,			
5.		all payroll deductions:	- -	•	450.00	•	N1/A	
	5a. 5b.	Tax, Medicare, and Social Security deductions Mandatory contributions for retirement plans	5a. 5b.	\$_ \$	450.00 0.00	\$_ \$	N/A N/A	
	5c.	Voluntary contributions for retirement plans	5c.	\$ -	50.00	\$_	N/A	
	5d.	Required repayments of retirement fund loans	5d.	\$	0.00	\$	N/A	
	5e.	Insurance	5e.	\$	120.00	\$	N/A	
	5f.	Domestic support obligations	5f.	\$	0.00	\$	N/A	
	5g.	Union dues	5g.	\$_	0.00	\$_	N/A	
	5h.	Other deductions. Specify: FSA	5h.+		213.00	_	N/A	
		Dent	_	\$_ \$	19.00	\$_	N/A	
		Life	_	'-	16.00	\$_	N/A	
6.	Add	the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6.	\$	868.00	\$_	N/A	
7.	Cal	culate total monthly take-home pay. Subtract line 6 from line 4.	7.	\$	3,277.00	\$	N/A	
8.	List 8a.	all other income regularly received: Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a.	\$	0.00	\$	N/A	
	8b.	Interest and dividends	8b.	\$ _	0.00	\$_	N/A	
	8c.	Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce		· <u> </u>		· <u> </u>		
	٥.	settlement, and property settlement.	8c.	\$_	0.00	\$_	N/A	
	8d. 8e.	Unemployment compensation Social Security	8d. 8e.	\$_ \$	0.00	\$_ \$	N/A N/A	
	8f.	Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify:	e 8f.	\$	0.00	\$_ \$_	N/A	
	8g.	Pension or retirement income	8g.	\$_	0.00	\$_	N/A	
	8h.	Other monthly income. Specify: Prorated tax refund	8h.+	\$_	341.00	+ \$_	N/A	
9.	Add	all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9.	\$	341.00	\$_	N/A	
10.		culate monthly income. Add line 7 + line 9. the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10. \$		3,618.00 + \$		N/A = \$3	3,618.00
4.4		Ş .	. 느					
11.	Inclu othe Do r	te all other regular contributions to the expenses that you list in Schedule ude contributions from an unmarried partner, members of your household, your friends or relatives. not include any amounts already included in lines 2-10 or amounts that are not cify:	depen		•			0.00
12.		I the amount in the last column of line 10 to the amount in line 11. The rese that amount on the Summary of Schedules and Statistical Summary of Certalies						3,618.00 ed
	_		_				monthly	
13.	Do : ■ □	you expect an increase or decrease within the year after you file this form? No. Yes. Explain:	?					

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Fill	in this information to identify your case:				13-32//(
	Page Elizabeth Stewart			k if this is: An amended filing	
	otor 2			A supplement show	ving post-petition chapter
	ouse, if filing)			13 expenses as of t	the following date.
Unit	ted States Bankruptcy Court for the: EASTERN DISTRICT OF VIRGIN	IIA	ľ	MM / DD / YYYY	
	e number nown)			A separate filing for 2 maintains a separ	Debtor 2 because Debtor rate household
	fficial Form B 6J				
	chedule J: Your Expenses	ua filium tamathan bath		- II	12/13
info	as complete and accurate as possible. If two married people ar ormation. If more space is needed, attach another sheet to this mber (if known). Answer every question.	form. On the top of ar	n are equa	any responsible to onal pages, write y	or supplying correct your name and case
Par 1.	t 1: Describe Your Household Is this a joint case?				
	■ No. Go to line 2. □ Yes. Does Debtor 2 live in a separate household?				
	☐ No ☐ Yes. Debtor 2 must file a separate Schedule J.				
2.	Do you have dependents? ☐ No				
	Do not list Debtor 1 and Debtor 2. Fill out this information for each dependent	Dependent's relations Debtor 1 or Debtor 2	hip to	Dependent's age	Does dependent live with you?
	Do not state the	Doughton		6	□ No
	dependents' names.	Daughter		6	■ Yes □ No
		Daughter		13	■ Yes
					□ No
		Son		18	Yes
					□ No □ Yes
3.	Do your expenses include expenses of people other than yourself and your dependents? ■ No Yes	-			Li Tes
Par	t 2: Estimate Your Ongoing Monthly Expenses				
Est exp	timate your expenses as of your bankruptcy filing date unless y benses as of a date after the bankruptcy is filed. If this is a supp plicable date.				
the	lude expenses paid for with non-cash government assistance is value of such assistance and have included it on Schedule I: I ficial Form 6I.)			Your expe	enses
4.	The rental or home ownership expenses for your residence. In payments and any rent for the ground or lot.	nclude first mortgage	4. \$	_	1,075.00
	If not included in line 4:				
			42 ¢		0.00
	4a. Real estate taxes4b. Property, homeowner's, or renter's insurance		4a. \$ 4b. \$	-	0.00 14.00
	4c. Home maintenance, repair, and upkeep expenses		4c. \$		25.00
	4d. Homeowner's association or condominium dues		4d. \$		0.00
5.	Additional mortgage payments for your residence, such as ho	me equity loans	5. \$		0.00

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Debtor 1 Page Elizabeti	n Stewart	Case num	ber (if known)	15-327
6. Utilities:				10 01,
6a. Electricity, heat,	natural das	6a.	\$	250.00
6b. Water, sewer, ga	•	6b.	· -	55.00
	hone, Internet, satellite, and cable services	6c.	·	150.00
6d. Other. Specify:	none, internet, satellite, and cable services	6d.	· -	0.00
	na aumilia		·	
Food and housekeepiChildcare and children	•	7. 8.	· -	600.00
			\$	100.00
. Clothing, laundry, and		9.	\$	75.00
Personal care product		10.	· ·	50.00
1. Medical and dental ex		11.	\$	20.00
	e gas, maintenance, bus or train fare.	12.	¢	200.00
Do not include car payn		13.	·	
	recreation, newspapers, magazines, and books		·	80.00
	ns and religious donations	14.	\$	0.00
5. Insurance.	a daducted from very particular dia linea 4 an 20			
15a. Life insurance	e deducted from your pay or included in lines 4 or 20.	15a.	¢	0.00
15b. Health insurance		15a. 15b.	·	
15c. Vehicle insurance		15c.	·	0.00
			*	150.00
15d. Other insurance.		15d.	\$	0.00
	axes deducted from your pay or included in lines 4 or 2		¢.	00.00
Specify: Personal p		16.	a	20.00
7. Installment or lease p		17a.	¢	0.00
17a. Car payments for			·	0.00
17b. Car payments for		17b.	· -	0.00
17c. Other. Specify:			· -	0.00
17d. Other. Specify:		17d.	\$	0.00
	nony, maintenance, and support that you did not rep		¢	0.00
	ay on line 5, Schedule I, Your Income (Official Form	61).	Ψ	
	nake to support others who do not live with you.	40	a	0.00
Specify:	nance not included in lines 4 on 5 of this forms on a	19.	I	
 Other real property ex 20a. Mortgages on oth 	penses not included in lines 4 or 5 of this form or o	on <i>Schedule I: Y</i> 20a.		0.00
		20a. 20b.		
20b. Real estate taxes			· -	0.00
	wner's, or renter's insurance	20c.	· -	0.00
•	air, and upkeep expenses	20d.	· -	0.00
	sociation or condominium dues	20e.	· 	0.00
 Other: Specify: Pet 	care & food	21.	+\$	50.00
Emergency funds			+\$	50.00
Vour monthly ovness	os Add lines 4 through 21	22.	\$	2.064.00
	es. Add lines 4 through 21.	22.	Φ	2,964.00
The result is your month				
3. Calculate your month		00-	¢	2 (40 00
	ur combined monthly income) from Schedule I.	23a.	· -	3,618.00
∠3b. Copy your month	ly expenses from line 22 above.	23b.	- \$	2,964.00
22a Cubtract value	nthly avagance from your monthly income			
	nthly expenses from your monthly income.	23c.	\$	654.00
The result is you	monthly net income.	200.	*	35
For example, do you expec modification to the terms of	ease or decrease in your expenses within the year at to finish paying for your car loan within the year or do you experyour mortgage?			decrease because of a
No.				
☐ Yes.				
Explain:				

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American General Financial Springleaf Financial PO Box 3251 Evansville, IN 47731

Bank of America Mortgage CA6-919-02-41 PO Box 5170 Simi Valley, CA 93062

Cashnet USA 200 West Jackson Suite 2400 Chicago, IL 60606

Check City 2729-B W Broad St. Richmond, VA 23220

First Virginia Financial Svcs 3219 Crater Rd., Ste C Petersburg, VA 23805

Kohls/capone N56 W 17000 Ridgewood Dr Menomonee Falls, WI 53051

Onemain Fi 6801 Colwell Blvd Irving, TX 75039

Springleaf Financial 629 Southpark Blvd Colonial Heights, VA 23834